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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Joseph J. Smith, *on behalf of
himself and all others similarly
situated,*

Plaintiff,

v.

One Nevada Credit Union,

Defendant.

Case No.: 2:16-cv-02156-GMN-NJK

CLASS ACTION

**FINAL JUDGMENT AND ORDER OF
DISMISSAL WITH PREJUDICE**

HON. GLORIA M. NAVARRO

13 On October 6, 2017, after extensive arms-length negotiations, and private
14 mediation conducted before Honorable Jackie Glass (Ret.), Plaintiff and Defendant
15 (herein jointly referred to as the “Parties”) entered in to a Class Action Settlement
16 Agreement (hereinafter referred to as the “Agreement”), which is subject to review
17 under Fed. R. Civ. P. 23, for monetary damages as set forth in the Agreement.

18 On December 4, 2017, the Parties filed the Agreement, along with a Joint
19 Motion for Preliminary Approval of Class Action Settlement Agreement
20 (hereinafter referred to as the “Preliminary Approval Motion”).

21 On September 16, 2018, upon consideration of the Agreement, Preliminary
22 Approval Motion, and the record, the Court entered an Order of Preliminary
23 Approval of Class Action Settlement (hereinafter referred to as the “Preliminary
24 Approval Order”). Pursuant to the Preliminary Approval Order, the Court, among
25 other things, (i) preliminarily approved the proposed settlement; (ii) approved the
26 Notice and instructed its mailing; and (iii) set the date and time of the Final
27 Approval Hearing.
28

1 On February 5, 2019, Plaintiff filed the Motion for Final Approval of Class
2 Action Settlement (hereinafter referred to as the “Final Approval Motion”).
3 Pursuant to their Final Approval Motion, the parties requests final approval of the
4 proposed Class Action Settlement.

5 The Court has read and considered the Agreement, Final Approval Motion,
6 and the record. All capitalized terms used herein have the meanings defined herein
7 and/or in the Agreement.

8 NOW, THEREFORE IT IS HEREBY ORDERED:

- 9 1. JURISDICTION: The Court has jurisdiction over the subject matter of the
10 Lawsuit and over all settling parties hereto.
- 11 2. NOTICE AND CLAIMS PROCESS: Pursuant to the Court’s Preliminary
12 Approval Order, the Claims Administrator has complied with the approved
13 notice process as confirmed in its declaration filed with the Court. The form and
14 method for notifying the Settlement Class members of the settlement and its
15 terms and conditions was in conformity with this Court’s Preliminary Approval
16 Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due
17 process, and constituted the best notice practicable under the circumstances.
18 The Court finds that the notice process was clearly designed to advise the
19 Settlement Class members of their rights. Further, the Court finds that the claim
20 process set forth in the Agreement was followed and that the process was the
21 best practicable procedure under the circumstances.
- 22 3. FINAL CLASS CERTIFICATION: The Court again finds that the Lawsuit
23 satisfies the applicable prerequisites for class action treatment under Fed. R.
24 Civ. P. 23, namely:
 - 25 A. The Settlement Class members are so numerous that joinder of all of
26 them in the Lawsuit would be impracticable;
 - 27 B. There are questions of law and fact common to the Settlement Class
28 members, which predominate over any individual questions;

- 1 C. The claims of Plaintiff are typical of the claims of the Settlement Class
2 members;
- 3 D. Plaintiff and Class Counsel have fairly and adequately represented and
4 protected the interests of all the Settlement Class members; and
- 5 E. Class treatment of these claims will be efficient and manageable, thereby
6 achieving an appreciable measure of judicial economy, and a class action
7 is superior to other available methods for a fair and efficient adjudication
8 of this controversy.

9 4. The Court finds that the settlement of the Lawsuit, on the terms and conditions
10 set forth in the Agreement, is in all respects fundamentally fair, reasonable,
11 adequate, and in the best interests of the Settlement Class members, especially
12 in light of the benefits to the Settlement Class members, the strength of
13 Plaintiff's case, the complexity, expense and probable duration of further
14 litigation, the risk and delay inherent in possible appeals, and the risk of
15 collecting any judgment obtained on behalf of the class.

16 5. SETTLEMENT TERMS: The Agreement, which has been filed with the Court
17 and shall be deemed incorporated herein, and the proposed settlement are
18 finally approved and shall be consummated in accordance with the terms and
19 provisions thereof, except as amended by any order issued by this Court. The
20 material terms of the Agreement include, but are not limited to, the following:

- 21 A. Defendant shall pay each of the 13,069 claimants that made a valid
22 claim, on or before 12:00 p.m. on March 5, 2019, \$20.66;
- 23 B. Defendant shall pay to Class Counsel the sum of \$171,490.33 as
24 attorneys' fees and \$8,509.67 as costs incurred in litigating this action;
- 25 C. Defendant shall pay to Plaintiff \$5,000 as an incentive award.

26 6. EXCLUSIONS: A total of 4 exclusions were received. Those persons requesting
27 exclusion are named on Exhibit A to this Order. The Court hereby excludes
28 these individuals from the class and settlement.

- 1 7. OBJECTIONS: The Settlement Class members were given an opportunity to
2 object to the settlement. No Settlement Class members filed objections.
- 3 8. This Order is binding on all Settlement Class members, except those individuals
4 who validly and timely excluded themselves from the Class. (*See* Ex. A, ECF
5 No. 64).
- 6 9. RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT: The Class
7 Representative, Settlement Class members, and their successors and assigns are
8 permanently barred and enjoined from instituting or prosecuting, either
9 individually or as a class, or in any other capacity, any of the Released Claims
10 against any of the Released Parties, as set forth in the Agreement. Pursuant to
11 the release contained in the Agreement, the Released Claims are compromised,
12 discharged, and dismissed with prejudice by virtue of these proceedings and this
13 Order.
- 14 10. The Lawsuit is hereby dismissed with prejudice in all respects.
- 15 11. This Order is not, and shall not be construed as, an admission by Defendant of
16 any liability or wrongdoing in this or in any other proceeding.

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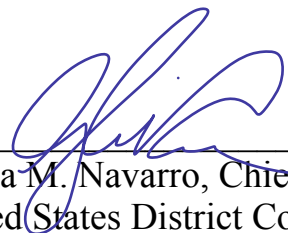
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1 12. Without affecting the finality of this Final Judgment and Order of Dismissal
2 With Prejudice, the Court hereby retains continuing and exclusive jurisdiction
3 over the Parties and all matters relating to the Lawsuit and/or Agreement,
4 including the administration, interpretation, construction, effectuation,
5 enforcement, and consummation of the settlement and this order.

6 IT IS SO ORDERED:

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9 DATED this 29 day of March, 2019.

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12 Gloria M. Navarro, Chief Judge
13 United States District Court
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